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Attorneys for PLAINTIFFS
JULIE SAMORA and TIANA BEARD,
individually and on behalf of others similarly
situated

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JULIE SAMORA and TIANA BEARD,
individually, and on behalf of others
similarly situated,

Plaintiff,

vs.

CHASE DENNIS EMERGENCY MEDICAL GROUP, INC., a California Corporation; TEAM HEALTH HOLDINGS, INC., a Delaware corporation; and DOES 1 through 50.

Defendants.

Case No. 5:20-cv-02027-BLF

**[PROPOSED] FINAL JUDGMENT
FOLLOWING SUPPLEMENTAL
SETTLEMENT**

Date: August 3, 2023
Time: 9:00 a.m.
Courtroom: 3 - 5th Floor

Action Filed: February 7, 2020
Removal Filed: March 23, 2020
FAC Filed: April 20, 2020
SAC Filed: November 16, 2021

~~[PROPOSED]~~ FINAL JUDGMENT

This matter came before the Court for a hearing on Plaintiffs' Motion for Final Approval of Supplemental Class Action Settlement. Due and adequate notice having been given to Class Members as required by the Court's April 13, 2023 Order Granting Preliminary Approval (Dkt. 96), and the Court having considered all papers filed and proceedings herein, and having received no objections to the settlement, and determining that the settlement is fair, adequate, and reasonable, and otherwise being fully informed and good cause appearing therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Addendum to the Joint Stipulation of Class Action Settlement and Release of Claims ("Addendum") filed in this Action.

2. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

3. The Supplemental Notice of Class Action Settlement fully and accurately informed the Omitted Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Omitted Class Members; and complied fully with the laws of the United States of America and due process. The class notice fairly and adequately described the settlement and provided Omitted Class Members with adequate instructions and a variety of means to obtain additional information.

4. Omitted Class Members were given a full opportunity to participate in the Final Approval hearing, and all Omitted Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Omitted Class Members who did not timely and properly opt-out of or request exclusion from the settlement are bound by this Judgment.

5. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and

1 investigation conducted by Class Counsel; that the settlement is the result of serious, informed,
 2 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
 3 settlement are in all respects fair, adequate, and reasonable.

4 6. In so finding, the Court has considered all evidence presented, including evidence
 5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims
 6 presented; the likely duration of further litigation; the amount offered in settlement; the extent of
 7 investigation and discovery completed; and the experience and views of counsel. The Parties have
 8 provided the Court with sufficient information about the nature and magnitude of the claims
 9 being settled, as well as the impediments to recovery, to make an independent assessment of the
 10 reasonableness of the terms to which the Parties have agreed.

11 7. Accordingly, the Court hereby approves the settlement as set forth in the
 12 Addendum and expressly finds that the settlement is, in all respects, fair, reasonable, adequate,
 13 and in the best interests of the entire Settlement Class and hereby directs implementation of all
 14 remaining terms, conditions, and provisions of the Addendum. The Court also finds that
 15 settlement now will avoid additional and potentially substantial litigation costs, as well as delay
 16 and risks if the Parties were to continue to litigate the case. Additionally, after considering the
 17 monetary recovery provided by the settlement in light of the challenges posed by continued
 18 litigation, the Court concludes that the settlement provides Omitted Class Members with fair and
 19 adequate relief.

20 8. The Supplemental Settlement is approved with respect to all persons who were
 21 employed in hourly, non-exempt positions at Defendants' facilities in the State of California at
 22 any time during the time period from February 7, 2016 through February 22, 2022 who did not
 23 receive payment under the prior settlement distribution.

24 9. Plaintiffs Julie Samora and Tiana Beard (collectively, "Plaintiffs") are suitable
 25 representatives and are hereby appointed the representatives for the Settlement Class. The Court
 26 finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured
 27 adequate and zealous advocacy for the Settlement Class, and that Plaintiffs' interests are aligned
 28 with those of the Settlement Class.

1 10. The Court finds that the attorneys at Matern Law Group, PC have the requisite
 2 qualifications, experience, and skill to protect and advance the interests of the Settlement Class.
 3 The Court therefore finds that this law firm satisfies the professional and ethical obligations
 4 attendant to the position of Class Counsel, and hereby appoints them counsel for the Settlement
 5 Class.

6 11. The Court approves settlement administration costs and expenses to be paid from
 7 the Supplemental Gross Settlement Amount in the amount of \$6,000 to Phoenix Class Action
 8 Administration Solutions.

9 12. The Court finds that the Settlement Agreement's payment of \$188,233.06 to the
 10 California Labor Workforce Development Agency ("LWDA") is appropriate and awards such
 11 payment to the LWDA to be paid from the Supplemental Gross Settlement Amount.

12 13. The Court finds that Class Counsel's request for attorneys' fees in the amount of
 13 \$1,072,161.75 which is 28% of the Supplemental Gross Settlement Amount, is reasonable under
 14 the lodestar method and as a percentage of the common fund. The Court finds that the number of
 15 hours Class Counsel spent prosecuting this Action is reasonable and Class Counsel's hourly rates
 16 are reasonable and in line with rates prevailing in the community. The Court awards Class
 17 Counsel \$1,072,161.75 in attorneys' fees to be paid from the Supplemental Gross Settlement
 18 Amount.

19 14. Defendant shall pay Omitted Class Members pursuant to the procedure described
 20 in the Settlement Agreement.

21 15. Defendants shall separately pay their share of payroll taxes in addition to the Gross
 22 Settlement Amount.

23 16. All Omitted Class Members were given a full and fair opportunity to participate in
 24 the Approval Hearing, and all members of the Omitted Settlement Class wishing to be heard have
 25 been heard. Members of the Omitted Settlement Class also have had a full and fair opportunity to
 26 exclude themselves from the proposed settlement and the class. Accordingly, the terms of the
 27 Addendum and of the Court's Order shall be forever binding on all Omitted Class Members who
 28

1 did not timely and properly opt out of the settlement. These Omitted Class Members have
2 released and forever discharged the Defendants for any and all Released Claims.

3 17. Without affecting the finality of this Judgment, the Court shall retain exclusive and
4 continuing jurisdiction over the above-captioned action and the parties, including all Class
5 Members, for purposes of enforcing the terms of the Judgment entered herein.

6 18. The Court hereby enters judgment for Plaintiffs and the Omitted Class Members in
7 accordance with the terms of the Addendum.

8 19. This Judgment is intended to be a final disposition of the Action and is intended to
9 be immediately appealable.

10 20. The Court directs that a judgment shall be entered in accordance with the terms of
11 this Judgment.

12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

13
14 DATED: August 4, 2023



HON. BETH LABSON FREEMAN
UNITED STATES DISTRICT JUDGE